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City of Santa Ana

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BETHA AMEZCUA PADILLA,  
individually; D.G.L., a minor, by and  
through her guardian ad litem, Cristina  
Lopez, individually and as successor-  
in-interest to Luis Guerrero; O.J.G.R.,  
a minor, by and through her guardian  
ad litem, Theresa Ramirez, individually  
and as successor-in-interest to Luis  
Guerrero

Plaintiffs,

v.

CITY OF SANTA ANA, a public  
entity; and DOES 1-20, inclusive,

Defendants.

Case No. 8:22-cv-01326 CJC (ADSx)

**STIPULATED PROTECTIVE  
ORDER**

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles. The parties further acknowledge, as set forth  
4 in Section XIII(C), below, that this Stipulated Protective Order does not entitle  
5 them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
6 the procedures that must be followed and the standards that will be applied when a  
7 party seeks permission from the Court to file material under seal.

## 8 **II. GOOD CAUSE STATEMENT**

9 Discovery in this action may involve production of confidential, proprietary,  
10 or private information for which special protection from public disclosure and  
11 from use for any purpose other than prosecuting this litigation may be warranted.  
12 Specifically, this action is likely to involve peace officer personnel files, law  
13 enforcement investigations and related matters, which the defendant contends is  
14 private, privileged and confidential. This action is also likely to involve sensitive  
15 medical records and information otherwise generally unavailable to the public, or  
16 which may be privileged or otherwise protected from disclosure under state or  
17 federal statutes, court rules, case decisions, or common law. Accordingly, to  
18 expedite the flow of information, to facilitate the prompt resolution of disputes  
19 over confidentiality of discovery materials, to adequately protect information the  
20 parties are entitled to keep confidential, to ensure that the parties are permitted  
21 reasonable necessary uses of such material in preparation for and in the conduct of  
22 trial, to address their handling at the end of the litigation, and serve the ends of  
23 justice, a protective order for such information is justified in this matter. It is the  
24 intent of the parties that information will not be designated as confidential for  
25 tactical reasons and that nothing be so designated without a good faith belief that it  
26 has been maintained in a confidential, non-public manner, and there is good cause  
27 why it should not be part of the public record of this case.

## 28 **III. DEFINITIONS**

1           A.     Action: Bertha Amezcua Padilla, et al. v. City of Santa Ana, et al.,  
2 United States District Court case number 8:22-cv-01326 CJC (ADSx)

3           B.     Challenging Party: A Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5           C.     “CONFIDENTIAL” Information or Items: Information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
8 the Good Cause Statement.

9           D.     Counsel: Outside Counsel of Record and House Counsel (as well as  
10 their support staff).

11           E.     Designating Party: A Party or Non-Party that designates information  
12 or items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL.”

14           F.     Disclosure or Discovery Material: All items or information,  
15 regardless of the medium or manner in which it is generated, stored, or maintained  
16 (including, among other things, testimony, transcripts, and tangible things), that are  
17 produced or generated in disclosures or responses to discovery in this matter.

18           G.     Expert: A person with specialized knowledge or experience in a  
19 matter pertinent to the litigation who has been retained by a Party or its counsel to  
20 serve as an expert witness or as a consultant in this Action.

21           H.     House Counsel: Attorneys who are employees of a party to this  
22 Action. House Counsel does not include Outside Counsel of Record or any other  
23 outside counsel.

24           I.     Non-Party: Any natural person, partnership, corporation, association,  
25 or other legal entity not named as a Party to this action.

26           J.     Outside Counsel of Record: Attorneys who are not employees of a  
27 party to this Action but are retained to represent or advise a party to this Action  
28 and have appeared in this Action on behalf of that party or are affiliated with a law

1 firm which has appeared on behalf of that party, and includes support staff.

2 K. Party: Any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and their  
4 support staff).

5 L. Producing Party: A Party or Non-Party that produces Disclosure or  
6 Discovery Material in this Action.

7 M. Professional Vendors: Persons or entities that provide litigation  
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
10 and their employees and subcontractors.

11 N. Protected Material: Any Disclosure or Discovery Material that is  
12 designated as "CONFIDENTIAL."

13 O. Receiving Party: A Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

#### 15 **IV. SCOPE**

16 A. The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 B. Any use of Protected Material at trial shall be governed by the orders  
22 of the trial judge. This Order does not govern the use of Protected Material at trial.

#### 23 **V. DURATION**

24 A. Once a case proceeds to trial, all of the information that was  
25 designated as confidential or maintained pursuant to this Protective Order and  
26 received in evidence at trial becomes public and will be presumptively available to  
27 all members of the public, including the press, unless compelling reasons  
28 supported by specific factual findings to proceed otherwise are made to the trial

1 judge in advance of the trial. See Kamakana v. City and County of Honolulu, 447  
2 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for  
3 sealing documents produced in discovery from “compelling reasons” standard  
4 when merits-related documents are part of court record). Accordingly, the terms of  
5 this Protective Order do not extend beyond the commencement of the trial.

6 B. As for any information not received into evidence at trial, even after  
7 final disposition of this litigation, the confidentiality obligations imposed by this  
8 Order shall remain in effect until a Designating Party agrees otherwise in writing  
9 or a court order otherwise directs. Final disposition shall be deemed to be the later  
10 of (1) dismissal of all claims and defenses in this Action, with or without  
11 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
12 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
13 limits for filing any motions or applications for extension of time pursuant to  
14 applicable law.

## 15 **VI. DESIGNATING PROTECTED MATERIAL**

### 16 A. Exercise of Restraint and Care in Designating Material for Protection

17 1. Each Party or Non-Party that designates information or items for  
18 protection under this Order must take care to limit any such designation to specific  
19 material that qualifies under the appropriate standards. The Designating Party  
20 must designate for protection only those parts of material, documents, items, or  
21 oral or written communications that qualify so that other portions of the material,  
22 documents, items, or communications for which protection is not warranted are not  
23 swept unjustifiably within the ambit of this Order.

24 2. Mass, indiscriminate, or routinized designations are prohibited.  
25 Designations that are shown to be clearly unjustified or that have been made for an  
26 improper purpose (e.g., to unnecessarily encumber the case development process  
27 or to impose unnecessary expenses and burdens on other parties) may expose the  
28 Designating Party to sanctions.

1           3.     If it comes to a Designating Party's attention that information or items  
2 that it designated for protection do not qualify for protection, that Designating  
3 Party must promptly notify all other Parties that it is withdrawing the inapplicable  
4 designation.

5           B.     Manner and Timing of Designations

6           1.     Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)  
7 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material  
8 that qualifies for protection under this Order must be clearly so designated before  
9 the material is disclosed or produced.

10          2.     Designation in conformity with this Order requires the following:

11          a.     For information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix at a minimum, the legend  
14 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
15 contains protected material. If only a portion or portions of the material on a page  
16 qualifies for protection, the Producing Party also must clearly identify the  
17 protected portion(s) (e.g., by making appropriate markings in the margins).

18          b.     A Party or Non-Party that makes original documents available for  
19 inspection need not designate them for protection until after the inspecting Party  
20 has indicated which documents it would like copied and produced. During the  
21 inspection and before the designation, all of the material made available for  
22 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
23 identified the documents it wants copied and produced, the Producing Party must  
24 determine which documents, or portions thereof, qualify for protection under this  
25 Order. Then, before producing the specified documents, the Producing Party must  
26 affix the "CONFIDENTIAL legend" to each page that contains Protected Material.  
27 If only a portion or portions of the material on a page qualifies for protection, the  
28 Producing Party also must clearly identify the protected portion(s) (e.g., by making

appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

**VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is  
 2 entitled under the Producing Party's designation until the Court rules on the  
 3 challenge.

#### 4 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

##### 5 A. Basic Principles

6 1. A Receiving Party may use Protected Material that is disclosed or  
 7 produced by another Party or by a Non-Party in connection with this Action only  
 8 for prosecuting, defending, or attempting to settle this Action. Such Protected  
 9 Material may be disclosed only to the categories of persons and under the  
 10 conditions described in this Order. When the Action has been terminated, a  
 11 Receiving Party must comply with the provisions of Section XIV below.

12 2. Protected Material must be stored and maintained by a Receiving  
 13 Party at a location and in a secure manner that ensures that access is limited to the  
 14 persons authorized under this Order.

##### 15 B. Disclosure of "CONFIDENTIAL" Information or Items

16 1. Unless otherwise ordered by the Court or permitted in writing by the  
 17 Designating Party, a Receiving Party may disclose any information or item  
 18 designated "CONFIDENTIAL" only to:

19 a. The Receiving Party's Outside Counsel of Record in this Action, as  
 20 well as employees of said Outside Counsel of Record to whom it is reasonably  
 21 necessary to disclose the information for this Action;

22 b. The officers, directors, and employees (including House Counsel) of  
 23 the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 c. Experts (as defined in this Order) of the Receiving Party to whom  
 25 disclosure is reasonably necessary for this Action and who have signed the  
 26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 d. The Court and its personnel;

28 e. Court reporters and their staff;

1 f. Professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A  
4 hereto;

5 g. The author or recipient of a document containing the information or a  
6 custodian or other person who otherwise possessed or knew the information;

7 h. During their depositions, witnesses, and attorneys for witnesses, in the  
8 Action to whom disclosure is reasonably necessary provided: (i) the deposing party  
9 requests that the witness sign the “Acknowledgment and Agreement to Be Bound;”  
10 and (ii) they will not be permitted to keep any confidential information unless they  
11 sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed  
12 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
13 testimony or exhibits to depositions that reveal Protected Material may be  
14 separately bound by the court reporter and may not be disclosed to anyone except  
15 as permitted under this Stipulated Protective Order; and

16 i. Any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
19 **PRODUCED IN OTHER LITIGATION**

20 A. If a Party is served with a subpoena or a court order issued in other  
21 litigation that compels disclosure of any information or items designated in this  
22 Action as “CONFIDENTIAL,” that Party must:

23 1. Promptly notify in writing the Designating Party. Such notification  
24 shall include a copy of the subpoena or court order;

25 2. Promptly notify in writing the party who caused the subpoena or order  
26 to issue in the other litigation that some or all of the material covered by the  
27 subpoena or order is subject to this Protective Order. Such notification shall  
28 include a copy of this Stipulated Protective Order; and

1           3.     Cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected.

3           B.     If the Designating Party timely seeks a protective order, the Party  
4 served with the subpoena or court order shall not produce any information  
5 designated in this action as “CONFIDENTIAL” before a determination by the  
6 Court from which the subpoena or order issued, unless the Party has obtained the  
7 Designating Party’s permission. The Designating Party shall bear the burden and  
8 expense of seeking protection in that court of its confidential material and nothing  
9 in these provisions should be construed as authorizing or encouraging a Receiving  
10 Party in this Action to disobey a lawful directive from another court.

11 **X.    A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
12 **PRODUCED IN THIS LITIGATION**

13           A.     The terms of this Order are applicable to information produced by a  
14 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
15 produced by Non-Parties in connection with this litigation is protected by the  
16 remedies and relief provided by this Order. Nothing in these provisions should be  
17 construed as prohibiting a Non-Party from seeking additional protections.

18           B.     In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:

22           1.     Promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25           2.     Promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and

28           3.     Make the information requested available for inspection by the Non-

1 Party, if requested.

2 C. If the Non-Party fails to seek a protective order from this court within  
3 14 days of receiving the notice and accompanying information, the Receiving  
4 Party may produce the Non-Party's confidential information responsive to the  
5 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
6 Party shall not produce any information in its possession or control that is subject  
7 to the confidentiality agreement with the Non-Party before a determination by the  
8 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
9 and expense of seeking protection in this court of its Protected Material.

10 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 A. If a Receiving Party learns that, by inadvertence or otherwise, it has  
12 disclosed Protected Material to any person or in any circumstance not authorized  
13 under this Stipulated Protective Order, the Receiving Party must immediately (1)  
14 notify in writing the Designating Party of the unauthorized disclosures, (2) use its  
15 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform  
16 the person or persons to whom unauthorized disclosures were made of all the terms  
17 of this Order, and (4) request such person or persons to execute the  
18 "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit  
19 A.

20 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
21 **OTHERWISE PROTECTED MATERIAL**

22 A. When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or  
2 work product protection, the parties may incorporate their agreement in the  
3 Stipulated Protective Order submitted to the Court.

4 **XIII. MISCELLANEOUS**

5 A. Right to Further Relief

6 1. Nothing in this Order abridges the right of any person to seek its  
7 modification by the Court in the future.

8 B. Right to Assert Other Objections

9 1. By stipulating to the entry of this Protective Order, no Party waives  
10 any right it otherwise would have to object to disclosing or producing any  
11 information or item on any ground not addressed in this Stipulated Protective  
12 Order. Similarly, no Party waives any right to object on any ground to use in  
13 evidence of any of the material covered by this Protective Order.

14 C. Filing Protected Material

15 1. A Party that seeks to file under seal any Protected Material must  
16 comply with Civil Local Rule 79-5. Protected Material may only be filed under  
17 seal pursuant to a court order authorizing the sealing of the specific Protected  
18 Material at issue. If a Party's request to file Protected Material under seal is denied  
19 by the Court, then the Receiving Party may file the information in the public  
20 record unless otherwise instructed by the Court.

21 **XIV. FINAL DISPOSITION**

22 A. After the final disposition of this Action, as defined in Section V,  
23 within sixty (60) days of a written request by the Designating Party, each  
24 Receiving Party must return all Protected Material to the Producing Party or  
25 destroy such material. As used in this subdivision, "all Protected Material"  
26 includes all copies, abstracts, compilations, summaries, and any other format  
27 reproducing or capturing any of the Protected Material. Whether the Protected  
28 Material is returned or destroyed, the Receiving Party must submit a written

1 certification to the Producing Party (and, if not the same person or entity, to the  
 2 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
 3 appropriate) all the Protected Material that was returned or destroyed and (2)  
 4 affirms that the Receiving Party has not retained any copies, abstracts,  
 5 compilations, summaries or any other format reproducing or capturing any of the  
 6 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
 7 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
 8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
 9 reports, attorney work product, and consultant and expert work product, even if  
 10 such materials contain Protected Material. Any such archival copies that contain  
 11 or constitute Protected Material remain subject to this Protective Order as set forth  
 12 in Section V.

13 B. Any violation of this Order may be punished by any and all  
 14 appropriate measures including, without limitation, contempt proceedings and/or  
 15 monetary sanctions.

16 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

17  
 18 DATED: November 22, 2023 TAYLOR & RING, LLP

19 /s/ Neil Gehlawat

20 By: \_\_\_\_\_

21 John C. Taylor  
 22 Neil K. Gehlawat  
 Attorneys for Plaintiffs

23 DATED: November 22, 2023 CARPENTER, ROTHANS & DUMONT LLP

24 /s/ Jill Williams

25 By: \_\_\_\_\_

26 Jill Williams  
 27 Kimberly Morosi  
 Attorneys for Defendant,  
 28 City of Santa Ana

1  
2 Pursuant to Local Rule 5-4.3.4 (a)(2)(i), I, Jill Williams, do hereby attest that  
3 all of the signatories listed on this Stipulation, and on whose behalf the filing is  
4 submitted, concur in the filing's content and authorize the filing of this Stipulation.  
5

6 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**  
7

8 Dated: 11/27/2023

/s/ Autumn D. Spaeth  
HONORABLE AUTUMN D. SPAETH  
United States Magistrate Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issue by the United States District Court for the Central District of California  
 in the case of Bertha Amezcua Padilla, et al. v. City of Santa Ana, et al., United  
 States District Court case number 8:22-cv-01326 CJC (ADSx). I agree to comply  
 with and to be bound by all the terms of this Stipulated Protective Order and I  
 understand and acknowledge that failure to so comply could expose me to  
 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
 not disclose in any manner any information or item that is subject to this Stipulated  
 Protective Order to any person or entity except in strict compliance with the  
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for the purpose of enforcing the terms  
 of this Stipulated Protective Order, even if such enforcement proceedings occur  
 after termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_